

Credit Inc. The Loan Agreement included an express arbitration provision that required Mr. Humphreys to resolve any claim or dispute he may have relating to or arising out of the Loan Agreement or the relationships which result from the Agreement, without resort to any collective or class action, through binding arbitration pursuant to the Federal Arbitration Act.

3. In early 2010, Santander, pursuant to an agreement with HSBC, became HSBC's agent for purposes of servicing and collecting Mr. Humphreys's loan and sent him a notice informing him of Santander's new position. Later in 2010, HSBC assigned Mr. Humphreys' Loan Agreement to Santander when Santander purchased that loan from HSBC. Santander then sent Mr. Humphreys another notice containing that information.

4. Accordingly, because Mr. Humphreys entered into a binding and enforceable contract requiring him to arbitrate any dispute relating to the Loan Agreement, this Court should compel Mr. Humphreys to arbitrate his claims on an individual basis and stay any further proceedings in this action relating to Mr. Humphreys pending the resolution of that arbitration.

WHEREFORE, for the reasons stated herein and as set forth more fully in the accompanying Memorandum of Law, Santander respectfully request that the Court enter an order requiring Mr. Humphreys to arbitrate his claims on an individual basis, stay further proceedings in this action relating to Mr. Humphreys until such time as Mr. Humphreys' claims have been arbitrated, and grant such other relief as this Court deems just and proper.

Dated: October 26, 2012

Respectfully submitted,

By: /s/ Gary S. Caplan
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CERTIFICATE OF SERVICE

I hereby certify that on October 26, 2012, I electronically filed the foregoing **Defendant's Motion to Compel Individual Arbitration and Stay Judicial Proceedings As to Plaintiff Lorenzie Humphreys** with the Clerk of Court using the CM/ECF system, which will send notification of such filing to the following:

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